

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA, .
Plaintiff, .
vs. . Case No. 09-cv-01303
HULL, et al., . Newark, New Jersey
Defendants. . January 4, 2013

TRANSCRIPT OF HEARING
Settlement Conference
BEFORE THE HONORABLE MADELINE COX ARLEO
UNITED STATES MAGISTRATE JUDGE

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1 (Commencement of proceedings at 1:33 P.M.)

2

3 THE COURT: Okay. Good afternoon, everyone.
4 Everyone else in the back of the courtroom can be seated.

5 We're here in the matter of United States of
6 America versus Hull. Could I have appearances, please, of
7 counsel.

8 MR. CAMPION: Michael Campion and Jordan Agger
9 [phonetic] for the United States.

10 THE COURT: Okay.

11 MR. LECHNER: Steve Lechner and Bill Ward for the
12 Hulls.

13 THE COURT: Okay. And I understand the Hulls are
14 in the courtroom. Why don't they come up and they can sit at
15 counsel table next to their lawyers. Okay. And why don't
16 the members of whole family state their name for the record.

17 MS. MICHELE HULL: Michele Hull.

18 THE COURT: Okay.

19 MS. BONNIE HULL: Bonnie Hull.

20 MR. AARON HULL: Aaron Hull.

21 MR. MATTHEW HULL: And Matthew Hull.

22 THE COURT: Thank you for coming. I appreciate
23 your willingness to participate in this conference today.

24 Okay. So I was pleased to receive the report that
25 the parties have settled this matter, and I'd like to state

1 the terms of the settlement for the record. I know there's
2 been some dispute all morning about the precise language and
3 the precise terms. Suffice it to say that there's an
4 agreement that the terms that we talk about today on the
5 record will be incorporated into a document called a consent
6 decree, which will be signed by the parties and by Judge
7 Wigenton, the District Court Judge in this case. And
8 attached thereto will be a new survey, attached, that will
9 reflect the terms that we've discussed today and the property
10 that we're discussing today. And that there's -- I would --
11 I understand that that survey will be prepared by the
12 government and that we discussed that certainly the
13 defendants, the members of Hull family, can review and agree
14 to the survey before it's attached and filed. And if there's
15 a dispute over the survey -- I know there was some dispute
16 with earlier surveys -- you can certainly come back to me and
17 we'll do our best to resolve that issue.

18 So normally I would ask one of the -- either of the
19 sides to put the terms on the record. But I think in the
20 interests of brevity, it makes sense for me to do so, and I'm
21 going to list the terms as they've been explained to me by
22 the parties in as simple language as possible, and then I'll
23 ask either -- both sides have the opportunity to comment and
24 make sure that we have full and fair agreement on all the
25 material terms. And then I'm going to ask the Hulls at the

1 end if they -- if they understand the terms and they -- that
2 they have agreed to those terms, as we've discussed earlier.
3 Okay?

4 So here are the terms as I understand them. First,
5 there'll be no payment of damages to either side and that
6 each side will bear its own attorney's fees and costs. This
7 will be a full and final settlement of all claims. And there
8 will be -- there will be no appeal of the Opinion and Order
9 of Judge Wigenton. The parties agree that the government
10 will own in fee simple the 24 feet of property at issue and
11 that the Hulls will have an easement over that property.
12 There is currently a well on the property, and the parties
13 agree that they will move the center line to accommodate the
14 encroachment of the well. The government has agreed to
15 vacate the injunction as part of this consent decree. The
16 road will be maintained by the government consistent with
17 federal law. I talked earlier about the fact that it will
18 be -- this agreement will be embodied in a consent decree
19 with a new survey attached. There was an issue raised about
20 the right to run power lines. With respect to that, the
21 parties agree that the gov- -- with respect to any
22 applications to run power lines, the government will apply
23 the same standards as they do to any other request to such
24 requests in the Delaware River Water Gap Recreation Area.

25 Are there any other terms or any clarifications the

1 government would like to state for the record?

2 MR. CAMPION: No, Your Honor.

3 THE COURT: Okay. Counsel?

4 MR. LECHNER: Your Honor, I just want to make sure
5 that the easement that the Hulls receive is fully
6 transferable and runs with the land.

7 THE COURT: That -- is that?

8 MR. CAMPION: That was our understanding,
9 Your Honor.

10 THE COURT: Okay. Fully transferable and runs with
11 the land. Anything else?

12 MALE SPEAKER: No, Your Honor.

13 THE COURT: Okay. May I ask the Hulls and ask if
14 you could each answer the same question.

15 Did you -- did have an opportunity to listen to the
16 terms that I recited, and are those terms that you have
17 agreed to to settle these claims?

18 Counsel -- Ms. Hull?

19 MS. MICHELE HULL: Yes.

20 THE COURT: Ms. Hull?

21 MS. BONNIE HULL: Yes.

22 THE COURT: Mr. Hull?

23 MR. AARON HULL: Yes.

24 THE COURT: Mr. Hull?

25 MR. MATTHEW HULL: Yes.

1 THE COURT: Okay. Are you -- have you had
2 enough -- I'm going to ask you a couple of additional
3 questions. Have you had enough time to consider this
4 agreement? And are you -- do you feel you're able to fully
5 and fairly come to this settlement today?

6 Ms. Hull?

7 MS. MICHELE HULL: Yes.

8 THE COURT: Ms. Hull?

9 MS. BONNIE HULL: Yes.

10 THE COURT: Mr. Hull?

11 MR. AARON HULL: Yes.

12 THE COURT: Mr. Hull?

13 MR. MATTHEW HULL: Yes.

14 THE COURT: And finally, are you satisfied with the
15 representation you've received by your lawyers today?

16 Ms. Hull?

17 MS. MICHELE HULL: Yes.

18 THE COURT: Ms. Hull?

19 MS. BONNIE HULL: Yes.

20 THE COURT: Mr. Hull?

21 MR. AARON HULL: Yes.

22 THE COURT: Mr. Hull?

23 MR. MATTHEW HULL: Yes.

24 THE COURT: Okay. Anything further?

25 MR. CAMPION: Not from the government, Your Honor.

1 THE COURT: Okay. I'm going to ask if you can try
2 to put that consent decree together within 30 days and
3 circulate and get an agreement on language.

4 And does the government have a sense of when they
5 can get that survey done and over to Mr. Lechner and Mr. Ward
6 to review with their clients?

7 MR. CAMPION: I would need to discuss that with my
8 client, Your Honor. I don't have precise dates.

9 THE COURT: Okay. If you could within the next 30
10 days just let them know when they can expect it. So if you
11 don't hear from them within 30 days, let me know and we'll
12 try to move that along. I don't want that to be out there,
13 because we can't settle -- fully settle the case until we
14 have that survey done.

15 MR. CAMPION: Yes, Your Honor.

16 THE COURT: Okay. Thank you for your cooperation.
17 Thank you for coming today. Mr. Lechner, safe trip back to
18 Colorado. And everyone have a nice weekend. Okay?

19 UNIDENTIFIED SPEAKERS: Thank you.

20 FEMALE SPEAKER: All rise.

21 (Conclusion of proceedings at 1:39 P.M.)
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1
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18 s/ *Sara L. Kern*

February 11, 2013

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